

**IN THE HIGH COURT OF JUDICATURE OF BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

NOTICE OF MOTION NO.3388 OF 2007
IN
SUIT NO.2517 OF 2007

Naresh Gulab Tahlani & Anr. ..Plaintiffs.

V/s.

Jitendra A. Sheth & Ors. ..Defendants.

Mr.D.H.Mehra i/b. Uttam G. Tawliani for Plaintiffs.

Mr.B.Saraf i/b. M. Chaturvedi for Defendants.

**CORAM: A.M.KHANWILKAR, J
DATE : OCTOBER 10, 2007.**

P.C. :

1. Heard counsel for the parties.

2. At the request of the parties, I am not recording reasons, while passing the present order, as the Defendants in all fairness have made offer, which will bring quietus to the issues for the time being. Indeed, the offer made by the Defendants is without prejudice to the rights and contentions and all issues will have to be considered on its own merits at the appropriate stage.

3. As per the arrangement agreed upon, the Court Receiver, High Court, Bombay is appointed in respect of Flat No.1008 on the 10th floor, Fiorello Building, Nahar Amrit Shakti, Off.Saki Vihar, Powai,

Andheri(East), Mumbai 400 072 alongwith two car parking spaces attached thereto, one covered and other open space. The Court Receiver shall take possession of the said premises and appoint the Plaintiffs as agent of the Court Receiver without any royalty. The Court Receiver shall appoint the Plaintiffs as agent only after the plaintiffs deposit lumpsum amount of Rs.30 Lakhs in this Court. That deposit be made not later than four weeks from today. The said amount be invested in suitable fixed deposit scheme to avail of best interest returns in that behalf till disposal of the Motion or till further orders to be passed by this Court.

4. The Plaintiffs while remaining in possession of the suit premises as agent of the Court Receiver undertake to pay all monthly outgoings in relation to the suit premises, as and when demanded not later than one week from the demand so received.

5. Counsel for the parties fairly submit that this arrangement can continue till the disposal of the Suit.

6. Accordingly, the Motion is disposed of on the above terms. No order as to costs.

(A.M.KHANWILKAR, J)